UGOVOR O PRUŽANJU USLUGA	CONTRACT OF SERVICE
Zaključen dana 13.9.2023 godine u Subotici između:	Concluded on September 13th 2023 in Subotica between:
1. „**ŠIFRA 24**“ d.o.o. Subotica, Kozaračka 11, (u daljem tekstu: STRANA B) PIB 106043650, MB 20521775 s jedne strane, koga zastupa direktor Petar Domić (JMBG 0606956820044), i	1. „**ŠIFRA 24**“ d.o.o. Subotica, Kozaracka 11, (hereinafter: PARTY B) Tax ID No. – PIB: 106043650, Company ID No. – MB: 20521775, represented by Mr. Petar Domić, Personal ID No. – JMBG: 0606956820044, and
2. **CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD**, ulica Batajnički drum 3 deo 6a, Zemun, 11000 Beograd, Srbija, (u daljem tekstu: STRANA A) PIB: 109874997, MB: 29507031 s druge strane, koju zastupa Xue Hongxi, pravni predstavnik filijale, po punomoćju od 31.12.2021. godine.	2. **CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD**, Batajnicki drum 3 deo 6a. Zemun, 11000 Beograd, Serbia, (hereinafter: PARTY A), registration no: 29507031, TIN No.: 109874997, represented by Mr. Xue Hongxi, Legal representative of the branch office from 31.12.2021.
Ugovorne strane su se sporazumele o sledećem:	The contracting parties have agreed on the following:

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Član 1 **Predmet ugovora** 2.1 Strana A izvodi projekat modernizacije i rekonstrukcije Mađarsko-Srpske železnice, na teritoriji Republike Srbije, odeljak Novi Sad-Subotica-državna granica (Kelebija). Strana A poverava Strani B sprovođenje usluge obezbeđenja imovine na gradilištu na teretnoj i putničkoj stanici u Subotici. 2.2 Usluga fizičkog obezbeđenja privatne imovine Strane A se vrši putem kontrolnog centra i interventnog tima kojim raspolaže Strana A koji primenjuju sva ovlašćenja po Zakonu o privatnom obezbeđenju i putem prisutnih čuvara na gradilištima. 2.3 Strana B svakog dana od 21 čas do 7 časova narednog dana obezbeđuje prisustvo jednog čuvara na gradilištu putničke stanice u Subotici koje se prostire uz i paralelno sa ulicom Jovana Mikić od ulice Kireške do ulice Šantićeva i širine je 50 metara od	**Article 1** **Subject of the agreement** 2.1 Party A is carrying out the modernization and reconstruction project of the Hungarian-Serbian railway, on the territory of the Republic of Serbia, section Novi Sad-Subotica-state border (Kelebija). Party A entrusts Party B with the implementation of property security services at the construction site at the freight and passenger station in Subotica. 2.2 The service of physical security of the private property of Party A is carried out through the control center and the intervention team at the disposal of Party A, who will use all authorized means given to them according to the Law on private security and through the guards present at the construction sites.

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	ul. Jovana Mikića prema objektu putničke stanice Subotica.	2.3	Party B ensures the presence of one security guard at the construction site of the passenger station in Subotica every day from 9 p.m. to 7 a.m., which stretches along and parallel to Jovan Mikić Street from Kireška Street to Šantićeva Street and is 50 meters wide from Jovan Mikić Street towards the building of the Subotica passenger station.
2.4	Strana B svakog dana od 21 časova do 7 časova narednog dana obezbeđuje prisustvo jednog čuvara na gradilištu teretne stanice koje se proteže uz i paralelno sa ulicom Pap Pala u visini marketa „Lidl“ i ulicom Bolmanskom do ulice Josipa Eugena Tomića. Prostor koji se obezbeđuje je širok 50 metara od navedenih ulica gledano prema kolosecima na teretnoj stanici Subotica.	2.4	Party B ensures the presence of one security guard every day from 9 p.m. to 7 a.m. the next day at the construction site of the freight station, which extends along and parallel to Pap Pala Street at the height of the „Lidl” market and Bolmanska street to Josip Eugen Tomić street. The area provided is 50 meters wide from the mentioned streets, looking towards the tracks at the Subotica freight station.
2.5	Imovina koja je poverena na čuvanje od rizika otuđenja ili oštećenja se sastoji od betonskih pragova, šina sa slopovima koji predstavljaju skretnice, i sitnog montažnog materijala koji se skladišti u zatvorenim kutijama i sve se nalazi složeno po vrsti materijala i koncentrisano u vidokrugu čuvara na osvetljenim delovima gradilišta.	2.5	Assets entrusted to be protected against the risk of alienation or damage consist of concrete rail sleepers, rails with turnouts/switches, and small

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Član 2. **Obaveze ugovornih strana** 2.6 Strana B je obavezna da poštuje važeće zakone Republike Srbije iz oblasti Zakona o privatnom obezbeđenju što podrazumeva posedovanje licence za obavljanje poslova obezbeđenja i Zakona o radu Srbije. 2.7 Strana B je obavezna da obuči i opremi svoje zaposlene u domenu Zakona o zaštiti na radu, pre otpočinjanja usluge obezbeđenja sve u cilju sprečavanja nastanka povreda na radu za koje ukoliko ih bude odgovara Strana B 2.8 Strana B je obavezna da preduzme sve zakonom dozvoljene radnje da zaštiti imovinu koju obezbeđuje od otuđenja ili oštećenja, da ne dozvoli prisustvo nezaposlenih lica na gradilištima, da zadrži do dolaska policije lica koja se zateknu u vršenju krivičnih dela nad poverenom imovinom koju obezbeđuje, da u slučaju izvršenja krivičnog dela o tome odmah obavesti nadležnu policijsku	prefab material stored in closed boxes, and all of which is to be arranged by type of material and concentrated in the sight of the guards in the illuminated parts of the construction site. **Article 2** **Obligations of the contracting parties** 2.6 Party B is obliged to comply with the valid laws of the Republic of Serbia in the field of the Law on Private Security, which implies the possession of a license to perform security services and the Labor Law of Serbia. 2.7 Party B is obliged to train and equip its employees in the domain of the Law on Occupational Safety, before starting the security service, all in order to prevent the occurrence of injuries at work for which, if any, Party B is responsible. 2.8 Party B is obliged to undertake all actions permitted by law to protect the property it secures

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	stanicu i pruži svu pomoć oko rasvetljavanja krivičnog dela i da o tome odmah obavesti lice koje je zaduženo ispred Strane A.		from alienation or damage, not to allow the presence of unemployed persons on construction sites, to detain until the arrival of the police persons caught committing criminal acts against the entrusted property it secures, to in case of commission of a criminal offense, immediately notify the competent police station and provide all assistance in solving the criminal offense and immediately notify the person in charge of Party A.
2.9	Strana A se obavezuje da pre početka radne smene čuvara fotografiše uskladištene materijale i tako konstatuje količinu i vrstu imovine koju predaje na čuvanje. Svako jutro u 7 časova Strane A preuzima gradilište od čuvara i upoređuje svoje snimke od prethodne primopredaje službe. U slučaju neslaganja količine predate i primljene imovine obe strane su dužne da razmene snimke koje je sačinila Strana A i snimke na video nadzoru koje poseduje Strane B i konstatuju razlog razlike u količini. Svaku primopredaju Strana A konstatuje u Dnevnik rada čuvarske službe (koji se vodi i nalazi se kod čuvara) sa oznakom primio ili predao u ispravnom ili neispravnom stanju.	2.9	Party A is obliged to photograph the stored materials before the start of the security guard's work shift, thus ascertaining the amount and type of property it is handing over for safekeeping. Every morning at 7 o'clock, Party A takes over the construction site from the security guard and compares his footage from the previous handover. In the event of a discrepancy between the amount of delivered and received property, both parties
2.10	Strana A je u obavezi da nadgleda kvalitet pružene usluge i da zahteva da se uočeni propusti otklone u razumnim rokovima i može zahtevati, uz obrazloženje,		

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	zamenu određenih čuvara što Strana B mora prihvatiti.		are obliged to exchange the recordings made by Party A and the video surveillance footage owned by Party B and state the reason for the difference in quantity. Each handover is recorded by Party A in the work log of the security service (which is kept and is with the security guard) with the mark received or handed over in correct or incorrect condition.
2.11	Prvi dan nakon isteka kalendarskog meseca Strana B će izvršiti dostavu obračuna radnih sati za svakog angažovanog svog zaposlenog u vidu radne liste (rasporeda rada) koji će overiti predstavnik Strane A i na osnovu tog dokumenta koji je prilog fakturi izdaće se faktura Strani A za prethodni mesec pružene usluge.		
2.12	Strana B u cilju kvalitetnog obavljanja usluge će o svom trošku ugraditi na oba gradilišta osvetljenje i video nadzor koji će i održavati za vreme trajanja ugovora. Snimljeni video materijal za dešavanja od 21 do 7 časova Strana B će dati Strani A na uvid ako Strana A to zatraži.	2.10	Party A is obliged to monitor the quality of the service provided and to request that any observed deficiencies be removed within reasonable time limits and may request, with justification, the replacement of certain security guards, which Party B must accept.
2.13	Strana B će obezbediti odgovarajuće prostore za boravak svojih zaposlenih u vidu kontejnera i sličnog smeštaja sa grejanjem i osvetljenjem.	2.11	On the first day after the end of the calendar month, Party B will deliver the calculation of working hours for each of its employees in the form of a work list (work schedule), which will be verified by a representative of Party A, and
2.14	Strana A je u obavezi da obezbedi o svom trošku električnu energiju za kontejnere i ukupno oko 150 metara napojnog kabla za		

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električnu energiju na oba gradilišta.

Član 3.

Ugovorena cena i način plaćanja

3.1 Ugovorne strane su saglasne da jedinična cena usluge iznosi 600 (slovima-šeststotina) dinara, za jedan radni sat, uvećano za PDV od 20 %.

3.2 Nakon potpisivanja - davanja saglasnosti obračuna radnih sati po rasporedu rada Strana B će izvršiti fakturisanje putem E fakture a Strana A je u obavezi da fakturu odobri i uplati na tekući račun Strane B fakturisani iznos, jednokratno u roku od 15 dana nakon ispostavljanja fakture.

3.3 Fiksna cenovna tabela u vezi odredbi ovog ugovora je prilog i sastavni deo ugovora.

Član 4.

Važenje ugovora i nadležnost

4.1 Ugovor stupa na snagu danom potpisivanja od obe strane.

based on that document, which is attached to the invoice, an invoice will be issued to Party A for the previous month of service provided.

2.12 In order to provide quality service, Party B will install lighting and video surveillance on both construction sites at its own expense, which it will maintain for the duration of the contract. The recorded video material for the events from 21:00 to 07:00 will be made available to Party A by Party B if requested by Party A.

2.13 Party B will provide suitable premises for the stay of its employees in the form of containers and similar accommodation with heating and lighting.

2.14 Party A is obliged to provide electrical energy for the containers at its own expense and a total of about 150 meters of power supply cable for electricity at both construction sites.

Article 3

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4.2 Ugovor traje sa svim obavezama i pravima do 31.11.2023. i može se produžiti ili skratiti dogovorno i o tome će se sačiniti aneks.

4.3 U slučaju spora ugovorne stranke će pokušati spor rešiti sporazumno a u suprotnom se ugovara mesno nadležni sud u Beogradu.

4.4 Ugovara se otkazni rok od 15 dana u pisanoj formi.

4.5 Ugovor je sačinjen dvojezično – na srpskom i kineskom jeziku. U slučaju razlike u verzijama ovih jezika relevantna je verzija na engleskom jezik.

4.6 Ugovor je sačinjen u četiri istovetna primerka, za svaku ugovornu stranu po dva primerka.

The agreed price and method of payment

3.1 The contracting parties agree that the unit price of the service is 600 (in letters - six hundred) dinars, for one working hour, increased by 20% VAT.

3.2 After signing – verifying the calculation of working hours according to the work schedule, Party B will perform invoicing via E-invoice, and Party A is obliged to approve the invoice and issue payment in the invoiced amount to Party B's standard business account, fully and within 15 days after the invoice is issued.

3.3 The fixed price table related to the provisions of this contract is an attachment and an integral part of the contract.

Article 4

Validity of contract and jurisdiction

4.1 The contract enters into force on the day of signing by both parties.

4.2 The contract lasts with all obligations and rights until November 31st 2023 and can be

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extended or shortened by agreement and an annex will be made regarding it.

4.3 In the event of a dispute, the contracting parties will try to resolve the dispute consensually, otherwise the local court in Belgrade will be chosen to resolve the dispute.

4.4 A notice period of 15 days is agreed upon in writing.

4.5 The contract was drawn up in Serbian and English. In case of differences in the versions of these languages, the English version is relevant.

4.6 The contract is drawn up in four identical copies, two copies for each contracting party

Za Stranu A:

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD

G. Hongxi Xue

Za Stranu B:

ŠIFRA 24 d.o.o.

G. Petar Domić

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For Party A:

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAK

Mr Hongxi Xue

For Party B:

ŠIFRA 24 d.o.o.

Mr Petar Domić

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